

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

**Civil Action  
No:**

**COMPLAINT OF VIKING POWER, LLC  
FOR EXONERATION FROM OR  
LIMITATION OF LIABILITY,  
CIVIL AND MARITIME**

**TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT  
COURT IN AND FOR THE DISTRICT OF MASSACHUSETTS**

1. Now comes the Plaintiff, Viking Power, LLC (hereinafter “Viking Power”), in the above-entitled action, by and through its undersigned counsel, Clinton & Muzyka, P.C., and files its Complaint for Exoneration from and/or Limitation of Liability as a result of a fire onboard the M/Y MISS DUNIA (O.N. 1206081) (hereinafter “The Vessel”), in a cause of limitation of liability, Civil and Maritime, and alleges on information and belief as follows:

**JURISDICTION**

2. This is a Complaint for Exoneration from and/or Limitation of Liability pursuant to 46 U.S.C. §§30501 et seq. and Supplemental Admiralty Rule F. This Court has admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 U.S.C. §1333.

**LIMITATION OF LIABILITY**

3. Viking Power is a Florida Limited Liability Company with a principal place of business at 17741 SE Federal Highway, Tequesta, Florida 33469 and was and

now is engage in the business of, *inter alia*, to own, operate, employ, manage, and navigate The Vessel.

4. At all material times herein, Viking Power was and is the sole owner and operator of The Vessel. The Vessel was an 82 foot Motor Yacht, of 93 Gross Tons with a raked bow, and of monohull configuration. This Motor Yacht is fitted with three (3) decks, with the pilothouse located forward on the uppermost deck level and is of FRP construction. The Vessel has a Home Port of Jupiter, Florida.
5. On or about August 30, 2021, The Vessel was secured to a dock at Fleet Marina in New Bedford, Massachusetts. The Vessel was tight, strong, fully manned, equipped and supplied, and in all respects seaworthy and fit for the service in which it intended to engage.
6. On or about August 30, 2021, The Vessel caught fire and sank at the Fleet Marina dock in New Bedford, Massachusetts (the “Incident”).
7. Upon information and belief, The Vessel was and now is a constructive total loss with no pending freight.
8. On or about October 5, 2021, Intact Insurance sent Viking Power a subrogation demand for property damages sustained by an adjacent vessel, the M/V CROW ISLAND. See attached **Exhibit A**. On December 15, 2021, a Verified Complaint was filed in the Norfolk Superior Court bearing Civil Action No. 2182CV01110 by Frank Corp. Environmental Services seeking damages against Viking Power for services provided to The Vessel at the time of The Vessel’s fire. See attached **Exhibit B**. It is expected that other claims will be

asserted in the future against Viking Power and/or The Vessel for personal injuries and/or property damage sustained by other persons and property as a result of the Incident (said claimants and potential claimants are hereinafter referred to as the "Claimants").

9. Upon information and belief, the incident and resulting loss, damage, and injuries were not caused by or contributed to by any negligence or fault on the part of Viking Power and/or The Vessel or of those whom Viking Power and/or The Vessel are responsible and Viking Power denies any such loss, damage, and injury damage or personal injury were done, occasioned by, or occurred with any privity or knowledge of Viking Power.
10. Only one civil action, to Viking Power's knowledge, has been commenced for the loss, damage or injuries resulting from this Incident. Viking Power fears that libels, civil actions, or claims may be filed, begun or asserted against The Vessel and or Viking Power on behalf of Claimants for alleged damages sustained as a result of the Incident.
11. It is estimated that the vessel's value immediately following the Incident was approximately SEVENTY-TWO THOUSAND and 00/100 Dollars (\$ 72,000.00).
12. Viking Power claims exemption from liability for any and all loss, destruction, damage and/or injury occasioned or incurred by or resulting from the Incident and for all claims for damages that have been made or may hereafter be made, and by reason of the facts hereinbefore set forth. Viking Power desires in this proceeding to contest its liability and the liability of said The Vessel to any extent whatsoever

for any and all loss, damage and/or injury caused by or resulting from the matters aforesaid.

13. Not admitting but denying any liability of itself or of The Vessel for any loss, damage and/or injury occasioned or incurred by reason of the Incident aforesaid or subsequent damages resulting therefrom, Viking Power further claims the benefits of the Limitation of Liability Act, 46 U.S.C. §30501 *et. seq.* and the various statutes amendatory thereof and supplementary thereto, and to that end Viking Power is ready and willing to give a sufficient surety for the amount or value, if any, of its interest in The Vessel, together with her pending freight, if any, whenever the same shall be ordered by the General Admiralty Rules and the practice of this Honorable Court.
14. All and singular the premises are true and within admiralty and maritime jurisdiction of the United States and this Honorable Court.

**WHEREFORE**, the Plaintiff, Viking Power, LLC, prays:

- (1) That the Court cause due appraisalment to be made of the amount or value of Viking Power's interest in the M/Y MISS DUNIA and her pending freight, if any;
- (2) That the Court issue an Order directing Viking Power to file a Stipulation with surety or other security to be approved by the Court, for the payment into Court of the amount of Viking Power's interest in the said M/Y MISS DUNIA whenever the Court shall so order or issue an order excusing Viking Power from furnishing a Stipulation;
- (3) That the Court issue an Order directing the issuance of a Monition to all persons claiming damages for any and all loss, injury, damage, or destruction done, occasioned or incurred by or resulting from any claim or casualty arising out of the aforesaid vessel fire on August 30, 2021, citing them to file with the Clerk of this Court in said order and make due proof of their respective claims, and also to appear and answer the allegations of

this Complaint according to the law and practice of this Court at or before a certain time to be fixed by the Motion;

- (4) That the Court make and order directing that on the giving of such a stipulation, or transfer of Viking Power's interest in the vessel to a trustee as may be determined to be proper, other security as may be determined to be proper, or the Court making an order excusing Viking Power from giving a stipulation, an Injunction shall issue, restraining the prosecution of all actions, suits or other proceedings arising out of or occasioned by or consequent upon any claim or casualty arising out of the aforesaid vessel fire on August 30, 2021, including but not limited to, a claim for damages involving the M/V CROW ISLAND, as stated in the Complaint, and the commencement or prosecution hereafter of any suit, action or legal proceeding against Viking Power or its agents, representatives, officers, or employees in respect of any claim or claims arising out of the aforesaid fire aboard the M/Y MISS DUNIA;
- (5) That the Court in these proceedings will adjudge that Viking Power is not liable to any extent for any loss, damage, injury or for any claim whatsoever in any way arising out of or in consequence of the aforesaid vessel fire on August 30, 2021, including but not limited to, a property damage claim involving the M/V CROW ISLAND, above described, or if Viking Power shall be adjudged liable, then such liability shall be limited to the amount of its interest in the M/Y MISS DUNIA on August 30, 2021, if any, and that a decree may be entered discharging Viking Power from any and all further liability; and
- (6) That Viking Power may have such other or further relief as the justice of the cause may require.

VIKING POWER, LLC

  
By: LARS VINJERUD II  
Its: Managing Member

And

**VIKING POWER, LLC**

By its attorney,

**CLINTON & MUZYKA, P.C.**

/s/ Thomas J. Muzyka

**Thomas J. Muzyka**

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**John J. Bromley**

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**VERIFICATION**


Pursuant to 28 U.S.C. §1746, I, LARS VINJERUD II, declare under the penalty of perjury:

1. I am the Managing Member of the Plaintiff, Viking Power, LLC.
2. My business address is 17741 SE Federal Highway, Tequesta, Florida 33469 and Viking Power, LLC is the sole owner of the M/Y MISS DUNIA (O.N. 1206081) and the Plaintiff herein.
3. I have read the foregoing Complaint and I know the contents thereof and the same are true to the best of my own knowledge, except as the matters therein stated to be upon information and belief and unto those matters I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct. Executed on December 17, 2021.

Respectfully Submitted,

**PLAINTIFF,  
VIKING POWER, LLC**

By:   
Its: **LARS VINJERUD II  
Managing Member**

**CERTIFICATE OF SERVICE**

Pursuant to Local Rule 5.2, I hereby certify that the above document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants on December 17, 2021.

/s/ Thomas J. Muzyka  
Thomas J. Muzyka